WHEN RECORDED MAIL TO: Questar Regulated Services Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360

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Pt 01-098-0003 NE 9 IN-IW

> E 1765994 B 3074 P 1334 SHERYL L. WHITE, DAVIS CNTY RECORDER 2002 JUN 28 2:45 PM FEE .00 DEP MT REC'D FOR ASSOCIATED TITLE COMPANY

Space above for County Recorder's use PARCEL I.D.#

RIGHT-OF-WAY AND EASEMENT GRANT

UT

Center Street Company, L.C., a Utah limited liability company, with a principal business address of 139 East South Temple, Suite 310, Salt Lake City, Utah 84111, Grantor, of Salt Lake County, State of Utah, does hereby convey and warrant against all those claiming by, through or under Grantor, to QUESTAR GAS COMPANY ("Questar"), a corporation of the State of Utah, with a principal business address of 1140 West 200 South, Salt Lake City, Utah 84104, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual right-of-way and easement to construct, install, maintain, operate, repair, inspect, protect, remove and replace one(1) underground natural gas pipeline, together with such valves, valve boxes, manholes, telemetering wires and cables and all other facilities, accessories and appurtenances used by Grantee in connection with the same (collectively the "Facilities") through and across the following-described land and premises (the "Easement Area") situated in the County of Davis, State of Utah, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, with the right of ingress and egress to and from said right-of-way to maintain, operate, repair, inspect, protect, remove and replace the Facilities.

This Easement is granted on and subject to the following terms, conditions, provisions, limitations, restrictions and agreements:

1. Promptly after construction of any Facilities and promptly after any repair or maintenance activity that requires disturbance of the surface or any allowed improvements or

facilities located within the Easement Area, the Grantee shall restore, at its sole cost and expense, the disturbed portion of the Easement Area, as near as reasonably possible, to its condition prior to the disturbance. Reseeding will be required only in native vegetation areas where the vegetation cannot reasonably be expected to restore itself without reseeding.

- 2. Grantor shall have the right to use the Easement Area, except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee under this Easement or violate any requirement or restriction of this Easement. Grantor shall not in any way permit to be built or constructed, any building, footings or other improvements over or across the Easement Area, nor change its contour without written consent of Grantees, provided, however, that Grantor shall not be prohibited from building or constructing, or permitting to be built or constructed the following items, so long as said improvements do not damage the Facilities or interfere with any of the rights of the Grantee under this Easement: curb and gutter, sidewalks, pavement, driveways, fences, signs (excluding billboards), area lighting, flagpoles, parallel buried utilities such as electrical power, water, fibre optic, storm drains, sewer laterals, etc., that are at least five (5) horizontal feet away from the center of Grantee's pipeline, and landscaping provided that deep-rooted plants shall not be located within ten (10) horizontal feet from the center of Grantee's pipeline.
- 3. Neither the Grantor nor any other persons shall have recourse whatsoever against the Grantee, in the event any structure or improvement not permitted under paragraph 2, or any portion thereof, must be removed and/or relocated in order to maintain, repair, operate or replace any of the Facilities located within the Easement Area and Grantee shall not be liable for any damage to such structures or improvements resulting from maintenance, repair, operation or replacement activities.
- 4. The top of the pipeline installed by Grantee shall be at least thirty-six (36) inches below the natural, undisturbed ground surface. Grantee's use of the Easement Area must satisfy all present and future applicable federal, state, and local laws, rules and regulations that are more restrictive than the requirements of this paragraph.
- 5. The perpetual grant and easement set forth above in this document, and the obligations and benefits provided herein, shall at all times be deemed to be and shall be continuing covenants running with the land and shall be binding upon and inure to the benefit of the successors and assigns of Grantor and of Grantee.
- 6. It is hereby understood that any parties securing this Easement on behalf of Grantees are without authority to make any representations, covenants or agreements not herein expressed. This Easement is granted by Grantor and accepted by Grantees subject to all the foregoing terms and conditions, and each party agrees to fully comply with, perform, and carry out the same on its part.

WITNESS the execution hereof this	27 ^{ta} day of <i>June</i> , 2002.
	GRANTOR:
	CENTER STREET COMPANY, L.C., a Utah limited liability company By Christopher 7. Roman Its Manager
	GRANTEE:
	By Manuall Its M. Ville president Questar Gas
STATE OF UTAH)	
:ss. COUNTY OF <u>Z//</u>)	
The foregoing instrument was acknowledged by Christopher F. the manage a Utah limited liability company.	wledged before me this 27 day of Quest, of CENTER STREET COMPANY, L.C.,
1	Northry Public
STATE OF UTAH)	
county of <u>Salf Lak</u> e)	
The foregoing instrument was acknown 2002, by <u>5. Glasmann</u> , the <u>5r. Vic</u>	owledged before me this 27th day of June, e President of QUESTAR GAS COMPANY.
	Notary Public Notary Public NOTARY PUBLIC DODY BURNETT 180 East 100 South Salt Lake City, Utah 84145 My Commission Expires October 22, 2003 STATE OF UTAH

EXHIBIT "A"

Beginning at the Northeast corner, Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence South 54.94 feet; thence South 89°30'01" West 666.35 feet to the East line of the Jordan River; thence North 20°52'01" West 58.99 feet along said line to the South line of Cudahy Lane; thence North 89°30'01" 687.25 feet along said line of Cudahy Lane to point of beginning.

.854 acres

Less Property deeded in Book 2609 at Pages 1423 and 1428.

CAR